

Segal fails to specifically disclose the alerting a designated location from the service center upon receiving the signal. However, Segal does disclose the alerting signals from the mobile vehicle (108) to the dispatch center (102) for informing or determining the status of the vehicle in transit such as the vehicle has arrived or departed from a planned or unplanned stop [col. 4, lines 57-62 and col. 10, lines 10-27]. Furthermore, Mowery teaches that alert (message) from a service center (114) to the designated location such as a customer's plant (126) in response to the signal from a mobile unit (120) in the form of the truck location and delivery information includes a wireless communication / G.P.S. system (122) for goods delivery schedule time [fig. 1, col. 4, lines 17-32 and col. 8, lines 24-29]. It would have been obvious to one having ordinary skill in the art to have the system of Segal as taught by Mowery for notifying or alerting the customer the time for goods delivery or pickup at any desired location.

Applicant respectfully traverses the Examiner's rejection of Claim 1. As amended,

Claim 1 recites:

An alert generating method comprising:

providing to a mobile unit over a wireless network service connection information that identifies conditions for an alert, the wireless network service connection linking the mobile unit and a service center over a wide area network;

monitoring in the mobile unit a position of the mobile unit;

providing the service center a signal indicating that the conditions for an alert are satisfied; and

alerting a designated location from the service center upon receiving the signal.

(Emphases added.)

In Applicant's prior response filed on October 9, 2001, Applicant amended Claim 1 and distinguished Claim 1 from the cited references. In the present Office Action from the Examiner mailed November 6, 2001, the Examiner has failed to address or consider each of the amendments to the claims. Specifically, the Examiner fails to address the incorporation the "wide area network" element into Claim 1. In Applicant's prior response, Applicant's Attorney directed the Examiner's attention that Segal did not disclose the "wide area network" element in amended Claim 1, stating:

The use of a wide area network, such as the Internet, allows information to be accessed and disseminated universally. In addition, with the service center on the wide area network, alert information can be sent out to

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

multiple media and multiple designations. (See, e.g., Applicant's Specification, at page 9, lines 4-17). In contrast, such an arrangement is neither disclosed nor suggested by Segal. In fact, Segal teaches a satellite-based mobile communication system or another wireless communication system (Segal, at col. 3, lines 48-60).

(Applicant's Response to Office Action, page 5, mailed October 9, 2001.)

Applicant reiterates the arguments above. Additionally, the Mowery also fails to disclose, teach, or suggest a wide area network as required by amended Claim 1. Thus, Applicant respectfully submits that Claim 1 and dependent Claims 3-13 are allowable over the combination of Segal and Mowery.

Furthermore, amended independent Claims 14, 16 and 22, which each similarly recite a wide area network, are also allowable over the combination of Segal and Mowery. Thus, reconsideration and allowance of independent Claims 1, 14, 16, and 22, as well as their dependant Claims 3-13, 15, 17-21 and 23, are requested.

Regarding **Claims 3-5**, the Examiner states:

Segal discloses the alerting signal [figs.1-2] wherein the signal from the mobile unit via a wireless network service system / comprises telephoning and e-mail to the designated location [col. 3, lines 55-64].

Applicant respectfully traverses the Examiner's rejection. As stated in Applicant's prior response, Claims 3-5, which each depend from amended Claim 1, are believed allowable since the combined teachings of Segal and Mowery does not disclose a wireless network service connection that links the mobile unit to a service center over a wide area network. Therefore, Segal's deficiency with respect to amended Claim 1 is not cured by Mowery. In fact, like Segal, Mowery **teaches away** from a wireless network service connection by teaching a direct satellite link between each vehicle 118 and receiving station 123, which is connected to central station 114 (Mowery's col. 4, lines 46-55). Specifically, Mowery teaches equipping each truck 118 with a satellite communication system 119 including a dish 120

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

protected by radiotransparent cover 121 (Mowery's col. 4, lines 46-48). Thus, reconsideration and allowance of Claims 3-5 are requested.

**Regarding Claims 8-11, the Examiner states:**

Segal discloses the alert generating method wherein the information includes a location that identifies the conditions of the mobile communication has arrived or departed from a planned or an unplanned stop by wireless signal [fig. 3, col. 6, lines 14-33 and col. 8, lines 8-19 and abstract].

Claims 8-11, which each depend on amended independent Claim 1, are believed to be allowable over the combined teachings of Segal and Mowery. Mowery does not disclose a wireless network service connection that links the mobile unit to a service center over a wide area network. Thus, the Segal's deficiency with respect to "a wide area network" is not cured by Mowery. Reconsideration and allowance of Claims 8-11 are requested.

**Regarding Claims 12 and 13, the Examiner states:**

Segal discloses the alert generating method further comprising a selected destination for the mobile unit and an operator of the mobile unit selects the selected destination [col. 4, lines 24-45].

Claims 12 and 13, which each depend on amended independent Claim 1, are believed to be allowable over the combined teachings of Segal and Mowery. Neither Segal nor Mowery disclose a wireless network service connection that links the mobile unit to a service center over a wide area network. Thus, the Segal's deficiency with respect to "a wide area network" is not cured by Mowery.

**Regarding independent Claim 14, the Examiner states:**

Segal discloses a delivery method comprising:

- creating a list of destination for delivery / load assignment [col. 4, lines 26-32];
- downloading / load assignment [col. 4, lines 26-32 and lines 47-56];

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

- selecting a destination from the list as a next destination [col.4, lines 26-47];
- monitoring distance [col. 4, lines 26-62];
- generating an alert [col. 10, lines 10-27].

Regarding **Claim 15** and **independent Claim 22**, the Examiner states:

Segal discloses the alert generating method comprising sending a data signal from the mobile unit (108) to a service center (102) through a wireless communication G.P.S. system (106) when monitoring of the position of the position [sic] of mobile unit indicates the mobile units satisfies the conditions for the alert [col. 10, lines 10-27].

Segal fails to disclose the alert from the service center to the designated location in response to the signal from the mobile unit. However, Mowery teaches that alert (message) from a service center (114) to the designated location such as a customer's plant (126) in response to the signal from a mobile unit (120) in the form of the truck location and delivery information includes a wireless communication / G.P.S. system (122) for goods delivery schedule time [fig. 1, col. 4, lines 17-32 and col. 8, lines 24-29]. It would have been obvious to one having ordinary skill in the art to have the system of Segal as disclosed by Mowery for informing or alerting the customer the time for goods delivery at any desired location.

Applicant respectfully traverses the Examiner's rejection of amended independent Claims 14 and 22. Independent amended Claims 14 and 22 recites:

14. A delivery method comprising:
  - creating a list of destinations for deliveries at a service center, the list including a threshold distance for one or more destination for which an alert should be generated;
  - downloading a portion of the list of destinations to a mobile unit installed in a delivery vehicle, the downloading being effectuated over a wireless network connection which links the mobile unit to the service center over a wide area network;
  - selecting a destination from the list as a next destination for a delivery vehicle;
  - monitoring distance between the delivery vehicle and the selected destination; and
  - generating an alert from the delivery vehicle when the distance is less than a threshold distance.

22. A system comprising:
  - a data connection to wide area network;
  - an alerting device; and
  - a service center connected to the data connection to enable receipt of messages from a mobile unit over a wireless network connection and

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

connected to the alerting device to enable the service center to activate the alerting device and send alerts, the service center maintaining contact information for the mobile unit, wherein

in response to a signal from the mobile unit, the service center activates the alerting device to send an alert to a designated location identified in the contact information.

(Emphasis added.)

For substantially the same reasons stated above with respect to Claim 1, Applicant respectfully submits that amended independent Claims 14 and 22 each distinguish over the combined teachings of Segal and Mowery. The Examiner fails to address the “wide area network” element of amended independent Claims 14 and 22. Additionally, the combined teachings of Segal and Mowery fail to disclose such an arrangement. Thus, reconsideration and allowance of Claims 14 and 22 and their dependent Claims 15 and 23 are requested.

Regarding **independent Claim 16 and Claim 17**, the Examiner states:

Segal discloses the mobile unit comprising:

- a location system / G.P.S. system (106) [fig. 1, col. 4, lines 1-10];
- a wireless device (108) / wireless network (106) [fig. 1, col. 4, lines 1-10];
- a control circuit (200, 206) [fig. 2, col. 3, lines 12-17 and col. 10, lines 1-17].

Applicant respectfully traverses the Examiner’s rejection of amended independent Claim 16. Independent amended Claim 16 recites:

A mobile unit comprising:

a location system;  
a wireless device linking the mobile unit with a service center over a wireless network connection of a wide area network; and

a control circuit, wherein the control system automatically activates the location system to determine a current location of the mobile unit, determines whether the mobile unit has crossed a threshold, and activates the wireless device to send an alert signal if the mobile unit has crossed the threshold.  
(Emphasis added.)

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

For substantially the same reasons stated above with respect to amended independent Claims 1, 14 and 22, Applicant respectfully submits that amended independent Claim 16 distinguishes over the combined teachings of Segal and Mowery. The Examiner fails to address the “wide area network” element of amended independent Claim 16. Additionally, the combined teachings of Segal and Mowery fail to disclose such an arrangement. Thus, reconsideration and allowance of Claim 16 and its dependent Claims 17-21 are requested.

Regarding **Claim 19**, the Examiner states: “Segal discloses the mobile unit wherein the wireless device is an attached data-capable cellular telephone [col. 3, lines 55-64].” Regarding **Claims 20 and 21**, the Examiner states: “Segal discloses the mobile unit wherein the control circuit determines / calculates the current location of the mobile unit [fig. 3, col. 6, lines 14-33 and col. 8, lines 8-19 and abstract].”

Claims 19-21, which each depend from amended independent Claim 16, are believed allowable since the combined teachings of Segal and Mowery does not disclose a wireless network service connection that links the mobile unit to a service center over a wide area network. Therefore, Segal’s deficiency with respect to amended independent Claim 16 is not cured by Mowery. Reconsideration and allowance of Claims 19, 20 and 21 are requested.

#### REJECTION UNDER 35 U.S.C. § 103(a) -SEGAL, MOWERY & FAN

Claims 6-7, 18 & 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Segal et al. (U.S. 6,124,810) in view of Mowery et al. (U.S. 5,983,198) Further in view of Fan et al. (U.S. 5,959,577).

Regarding **Claim 18**, the Examiner states “Fan discloses a wireless device is a wireless modem (146) [fig. 5, col. 10, lines 6-8].” Regarding **Claims 6, 7 and 23**, the Examiner states:

Both Segal / Mowery do not specifically disclose the alerting signal wherein providing that identifies the conditions for the alert, comprises

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP  
25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979

downloading the information / destination list to a web site corresponding to the service center. However, Fan provides the concept of using the wireless network (27) such as the web site Internet can be downloaded to the vehicle location service (3) or can be loaded directly from software storage media (32) for locating and traveling information includes a map database search system and a G.P.S. wireless communication system (8) [fig. 1, col. 5, lines 53-61 col. 6, lines 34-61]. It would have been obvious to one having ordinary skill in the art to use Fan's technique in Segal / Mowery invention for providing accurate delivery information to the mobile unit that track location, movement and destination of vehicle or individual.

Applicant respectfully traverses the Examiner's rejection. Applicant reiterates statements made in responding to the prior Office Action. As described above, both Segal and Mowery teach satellite-based communication networks that do not involve a wide area data network. Neither Segal nor Mowery provides any motivation or suggestion to modify their system in the direction of Fan. To reject Claims 6, 7, 18 and 23, the Examiner merely impermissibly uses hindsight reconstruction on these claims. Thus, Applicant respectfully submit that Claims 6, 7, 18 and 23 are each allowable over the combined teachings of Segal, Mowery and Fan. Reconsideration and allowance of Claims 6, 7, 18 and 23 are respectfully requested.

### CONCLUSION

For the reasons above, Applicant believes that all pending claims (i.e., Claims 1 an 3-23) are allowable. If the Examiner has any questions regarding the above, the Examiner is respectfully requested to telephone the undersigned Attorney for Applicant at 408-453-9200.

**EXPRESS MAIL LABEL NO:**

**EL 884 817 742 US**

**FEBRUARY 5, 2002**

Respectfully submitted,



Edward C. Kwok  
Attorney for Applicant(s)  
Reg. No. 33,938

LAW OFFICES OF  
SKJERVEN MORRILL  
MACPHERSON LLP

25 METRO DRIVE  
SUITE 700  
SAN JOSE, CA 95110  
(408) 453-9200  
FAX (408) 453-7979